

Assume Effective Date and Delphi Plan Freeze Date is 7/1/2007
Employee's Credited Service as of 6/30/2007 = 27 years
Employee continues to be on the PRP leave for another 2 years and then dies before reaching 30 years of credited service

Date of death 7/1/2009 with 29 years of credited service
Age 55 on date of death
Employee is not retirement eligible as of the date of death
Married at least one year as of the date of death- age difference between retiree and spouse within 5 years
Benefit Class Code C
Assumes the benefit rate levels in effect under the 2003 Hourly-Rate Employees Pension Plan

Delphi is responsible for the entire pension benefit payable to the surviving spouse, the Survivor Income Benefit Insurance (SIBI) benefit, and the Basic life insurance benefit since the employee was still considered employed.

Since this employee was not retirement eligible at the time of death, the surviving spouse would not be eligible for any post-retirement health care from GM.

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Example #23 – Delphi Moraine Covered Employee Retires Under an MSR Retirement Within 7 Years of the Freeze Date

Assume Effective Date and Delphi Plan Freeze Date is 7/1/2007
Employee's Credited Service as of 6/30/2007 = 12.5 years
Employee continues to work at Delphi Moraine plant for another 0.5 years and is then put on layoff status at Delphi Moraine plant as of 1/1/2008
Employee is age 44 at date of layoff and remains on layoff at Delphi Moraine plant

MSR Retirement
Retirement effective 1/1/2014 with 14.9 years of credited service
Single – Age 50 at retirement
Benefit Class Code C
Assumes the benefit levels in effect under the 2003 Hourly-Rate Employees Pension Plan

Calculation of Benefit:

Total Benefit prior to age 62 and one month:

Delphi Share:

Basic Benefit: $\$51.40 \times 12.5 =$	\$ 642.50
Temporary Benefit: $\$49.80 \times 12.5 =$	<u>\$ 622.50</u>
	\$1,265.00

GM Share: (BG Credited Service)

Basic Benefit: $\$51.40 \times 2.4 =$	\$ 123.36
Temporary Benefit: $\$49.80 \times 2.4 =$	<u>\$ 119.52</u>
	\$ 242.88

Total to Retiree:	\$1,507.88
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Total Benefit at age 62 and one month:

Delphi Share:

Basic Benefit: $\$51.40 \times 12.5 =$	\$ 642.50
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GM Share: (BG Credited Service)

Basic Benefit: $\$51.40 \times 2.4 =$	<u>\$ 123.36</u>
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Total to Retiree:	\$ 765.86
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Note: This example retiree would be eligible for OPEB in retirement from GM. Employee was employed at Moraine and retired as an MSR within 7 years of the Effective Date.

IUE-CWA-Delphi-GM Special Attrition Program
-Transformation

1. Delphi and the IUE-CWA agree on the following Special Attrition Program – Transformation (SAP-T) for Delphi employees who are participants in the Delphi Hourly Rate Employees Pension Plan (“Delphi HRP”), which will be offered at all IUE-CWA – Delphi sites except Gadsden. No transformation options will be afforded to any Delphi employee hired on or after October 8, 2005, or who was a temporary employee on or after that date.
 - a. An attrition program will be run for eligible Delphi employees as follows:
 - i. \$35,000 for normal or early voluntary retirements retroactive to February 1, 2007 but no later than October 1, 2007.
 - ii. 50 & 10 Mutually Satisfactory Retirement (MSR) effective October 1, 2007.
 - b. Any employee with at least 26 and less than 30 years of credited service regardless of age will be eligible for special voluntary placement in a pre-retirement program no later than October 1, 2007 under the following terms:
 - i. Employees electing this pre-retirement program must be eligible no later than September 1, 2007
 - ii. Employees will retire without additional incentives when they first accrue 30 years of credited service under the provisions of the Delphi Hourly-Rate Employees Pension Plan (“Delphi HRP”).
 - iii. The gross monthly wages while in the program will be:
 1. 29 years credited service \$2,900
 2. 28 years credited service \$2,850
 3. 27 years credited service \$2,800
 4. 26 years credited service \$2,750

Wages will be paid weekly on an hourly basis (2,080 hours per year) and will remain at that rate until 30 years of credited service is accrued. Employees will be treated the same as protected status employees with the following exceptions: (1) not eligible for Cost of Living Allowance (COLA); (2) not eligible for vacation pay except as was earned and unpaid prior to the commencement of this Pre-Retirement Program; (3) for purposes of pension benefits, the Benefit Class Code will be determined using the twenty-four month look back period as specified in Appendix A of the Delphi HRP, with said period starting from the last day worked prior to the commencement of the pre-retirement program; (4) for purposes of life insurance, the amount of life insurance will be based on the base rate as of the last day worked prior to

the commencement of the pre-retirement program.

- c. Buy out of \$140,000 for eligible employees with 10 or more years of seniority or credited service; \$70,000 for eligible employees with 3 or more years of seniority or credited service but less than 10 years; or \$1,500 for each month of seniority on the day before the Effective Date of the IUE-CWA – Delphi – GM Memorandum of Understanding – Delphi Restructuring payable in a lump sum not to exceed \$40,000 to eligible employees with less than 3 years of seniority to sever all ties with GM and Delphi except any vested pension benefits (as such no pension supplements will be payable). Buy out payments will be reduced by applicable withholdings. Employees will buy-out when their services are no longer required but no later than October 1, 2007. An employee electing a buyout whose spouse is employed at Delphi may, if they meet all plan requirements to do so, be eligible for health care coverage as a dependent pursuant to their spouse's health care program.
 - d. An employee may only select one of the options described above.
 - e. Effective October 1, 2007, all eligible employees, both production and skilled trades, not electing an attrition option will become Level 1 Employees consistent with the IUE-CWA-Delphi-GM Memorandum of Understanding - Delphi Restructuring.
 - f. Temporary employees will be used as needed to bridge any difficulties arising from the implementation of the Special Attrition Program – Transformation subject to approval of the National Parties.
2. GM, the IUE-CWA and Delphi agree that any employee electing to retire under options 1.a.i., 1.a.ii, or 1.b. will transition to GM for purposes of retirement (“check the box”) and receive other post-retirement benefits (i.e. health care coverage and life insurance benefits) from GM as any other GM IUE-CWA retiree; post-retirement medical benefits provided will be in accordance with all the ongoing terms, conditions and eligibility requirements of the GM Health Care Program for Hourly Employees. As such, GM will provide the applicable level of post retirement medical benefits consistent with the terms of the Modified Plan, as defined in the settlement agreement (the “Settlement Agreement”) approved by the court in the case *IUE, et al. v. General Motors Corporation (case number 2:06-cv-12151)*, on the same basis as such benefits are provided to GM-IUE-CWA hourly employees who retired from GM with eligibility to participate in the GM Health Care Program. Any employee choosing option 1.b. above will be considered a Delphi employee until they retire. Employees who have 100% of his/her credited service in the Delphi HRP will receive 100% of their pension benefit from the Delphi HRP. Notwithstanding paragraph 3 below, any obligations assumed by GM under the “check the box” provisions of this paragraph shall be conclusively deemed to be comprehended by, included within, and shall constitute a prepetition, general unsecured claim assertable by GM against the estate of Delphi Corporation under Delphi's general indemnity of GM under the

Master Separation Agreement. Neither Delphi Corporation nor any of its debtor affiliates may object on any grounds to the allowance of such claim; provided, however, that Delphi Corporation and any of its debtor affiliates reserve the right to object to the economic value of such claim (in the nature of assumptions such as discount rate, health care trend rates, mortality, other withdrawal rates and current and future expected benefit plan design changes). This limited objection waiver applies to Delphi, only, and not for other parties in interest, for which all rights are expressly reserved to object to the allowance of such claim under any grounds other than it was not assertable under the Master Separation Agreement. In exchange for eligibility to receive post-retirement health care and life insurance benefits from GM, employees who transition to GM to retire will waive any and all rights to post retirement health care and life insurance benefits from Delphi including but not limited to any and all rights to COBRA continuation through Delphi.

- 3) The parties acknowledge the following matters regarding the Special Attrition Program - Transformation:
- a) Delphi's participation in this Program is subject to the approval of the U.S. Bankruptcy Court; which approval Delphi will seek promptly at the next available omnibus hearing. In the event such participation is not allowed by the Bankruptcy Court, no party will have any obligations under this Program. GM's obligations in respect of the Program are subject to approval of the Program by the U.S. Bankruptcy Court pursuant to entry of an order that provides for the allowance and/or treatment of GM's claims as described in the Program and is otherwise reasonably satisfactory to GM, Delphi and the IUE-CWA based on the prior special attrition program order approved in Delphi's chapter 11 cases.
 - b) For the avoidance of doubt, any obligations assumed by GM under this Program with respect to OPEB under Paragraph 2 above or active health care and life insurance under 3.d. below shall be conclusively deemed to be comprehended by, included within, and shall constitute a prepetition, general unsecured claim assertable by GM against the estate of Delphi Corporation under Delphi's general indemnity of GM under the Master Separation Agreement. GM agrees to pay the amounts due under Paragraph 1.a.i above as well as assume and pay OPEB payments to Delphi employees who "check the box" for purposes of retirement.
 - c) This Program shall not be subject to abrogation, modification or rejection without the mutual consent of the IUE-CWA, GM and Delphi and the order obtained in the Bankruptcy Court by Delphi approving this Program shall so provide. The parties further agree (and the Bankruptcy Court order shall also provide) that this Program is without prejudice to any party-in-interest (including the parties to this Program and the official statutory committees appointed Delphi's chapter 11 cases) in all other aspects of Delphi's Chapter 11 cases, including by illustration, Delphi's and GM's respective positions in all commercial discussions and claims matters between them, all collective bargaining matters involving the parties, in

any proceedings under Sections 1113 and/or 1114 of the Bankruptcy Code with respect to the IUE-CWA under Section 365 of the Bankruptcy Code with respect to GM's contracts with Delphi, in any pension termination proceeding under ERISA and/or the Bankruptcy Code, and all claims administration and allowance matters.

- d) Nothing in this Program, the Bankruptcy Court's approval of such Program, or the performance of any obligation hereunder, shall limit or otherwise modify (a) Delphi's rights under Section 4041 of ERISA, or (b) Delphi's rights under Section 1113 and/or 1114 of the Bankruptcy Code with regard to any obligations which pre-existed this Program (including pre-existing obligations referenced within this Program), such as (by way of illustration only) the obligation to maintain the hourly pension plan or provide retirees or active employees (including employees/retirees participating in the attrition programs contained in this Program) with levels of healthcare or other benefits as specified in pre-existing labor agreements. Under no circumstances shall Delphi freeze its pension plan covering IUE-CWA represented employees in a manner that prevents employees in the pre-retirement program described in paragraph 1.b. above from receiving on-going credited service sufficient to reach 30 years of credited service. Delphi shall provide the same healthcare and life insurance coverage to employees participating in paragraph 1.b. that it provides to its other active IUE-CWA employees; provided, however, that if Delphi reduces or eliminates such coverage provided to its active IUE-CWA employees, GM shall subsidize such coverage provided to employees participating in paragraph 1.b. above up to the level provided to GM-IUE-CWA active employees in accordance with the applicable plan provisions in effect between GM and the IUE-CWA at the time Delphi reduces or eliminates such coverages. Except as otherwise expressly provided herein, nothing in this Program shall limit, expand or otherwise modify the rights or obligations of any party under the Benefit Guarantee between GM and the IUE-CWA.
- e) Nothing contained herein, in the Bankruptcy Court's approval of this Program, or the performance of any obligation hereunder, shall constitute an assumption of any agreement described herein, including, without limitation (a) any collective bargaining agreement between the IUE-CWA and Delphi or (b) any agreement between GM and Delphi, nor shall anything herein, in the Bankruptcy Court's approval of this Program, or the performance of any obligation hereunder, be deemed to create or give rise to an administrative or priority claim with respect to, in favor of, or for the benefit of GM or convert a prepetition claim into a postpetition claim or an administrative expense with respect to any party.

**IMPLEMENTATION OF THE SPECIAL ATTRITION PROGRAM –
TRANSFORMATION IS SUBJECT TO U.S. BANKRUPTCY COURT APPROVAL AND
NO PAYMENTS OR RETIREMENTS WILL BE PROCESSED UNTIL AFTER COURT
APPROVAL.**

The Parties, by their duly authorized officers and representatives, agree accordingly this 5th day of August, 2007.

International Union, IUE-CWA
and its Local Unions

Delphi Corporation

General Motors Corporation

<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
<u>Willie Thorne</u>	<u>[Signature]</u>	<u>Ante M. Cahill</u>
<u>[Signature]</u>	<u>[Signature]</u>	
<u>Mickey Forman</u>	<u>John L. DeMarco</u>	
<u>Stephen E. Trest</u>	<u>M. Beth Sapp</u>	
<u>Nicholas J. Borden</u>	<u>[Signature]</u>	
<u>Anna Johnson</u>	<u>[Signature]</u>	
<u>[Signature]</u>	<u>[Signature]</u>	
<u>[Signature]</u>	<u>[Signature]</u>	
<u>[Signature]</u>	<u>[Signature]</u>	
<u>[Signature]</u>	<u>[Signature]</u>	
<u>Brian R. Wilson</u>	<u>[Signature]</u>	
<u>Willie James Bell</u>	<u>[Signature]</u>	
<u>[Signature]</u>	<u>[Signature]</u>	
<u>[Signature]</u>	<u>[Signature]</u>	
<u>[Signature]</u>		
<u>Virginia L. Bailey</u>		
<u>[Signature]</u>		
<u>Frank Murray</u>		
<u>Brian L. Stief</u>		

International Union, IUE-CWA
and its Local Unions

Delphi Corporation

General Motors Corporation

David Weil

Cory R...

Mr. E...

Todd Helbert

Wally G...

Terry Grooms

...

Ken Derrington

Philip A. Wood

Michael O'Donnell

K. D. Hatter

Attachment E IUE-CWA Agreement Check-Off List

Agreement Clause	Continues Unchanged	No Continuing Application	Changed by MOU	Needs to Be Addressed	Comments (based on current state of discussions)
Introduction					
Preface	X				
Agreement [Introductory statement]	X				
Purpose - Para. (1)	X				
Administration of the Agreement - Review Procedures - Para. (1a)	X				
Recognition - Para. (2) - (3a)	X				
Union Security and Check-Off of Union Membership Dues - Para (4) - (4s)	X				
Recognition of Rights regarding orderly Collective Bargaining - Para. (5) - (6)	X				
Management Rights - Para. (7)	X				
Representation - Para (8) - (26)	X				
District Committeepersons - Para. (9)	X				
Shop Committees - Districting of Plant - Para. (10) - (13)	X				
Shop Committee Meetings - Para. (14)	X				
Employment and Job Status of Committeepersons - Para. (15) - (26)	X				
Grievance Procedure - Para. (27) - (27b)	X				
Appeal - Para. (28) - (28c) (2)	X				
Umpire - Para. (28d) - (28q)	X				Need to update names on list; principles still apply
Seniority, Acquiring of - Para. (29) - (30a)	X				
Seniority, Lists - Para. (31) - (31d)	X				
Transfers - Para. (32) - (33b)	X				
Loss of Seniority - Para. (34) - (34d)	X				
Layoff and Rehiring Procedure - Para. (35) - (37)	X				
Equalization of Overtime - Para. (38) - General Seniority Provision	X				
Employment, Injury or Occupational Disease Cases - Para. (39) (a) - (39c)	X				Consider extending Para. (38)(b) to all veterans
Employees Exempted from Seniority - Para. (40)	X				
Change of address notification - Para. (41)	X				
Approval of Local Seniority Agreements - Para. (42)	X				
Shift Preference Agreements - Para (42a)	X				
Notice Prior to Layoff - Para. (42b)	X				
Disciplinary Actions - Para. (43) - (44)	X				
Setting of Standards - Para. (45) - (46f)	X				
Call-in Pay - Para. (47)	X				
Working Hours - Standard Work Week - Para. (48) - (50)	X				Note: Some locations have Item 15 waiver
Working Hours, Straight Time - Para. (51) (a) - (51) (c)	X				Note: Some locations have Item 15 waiver
Working Hours - Time and One-Half - Para. - (52) (a) - (52) (c)	X				Note: Some locations have Item 15 waiver
Working Hours - Double Time - Para. (53)	X				Note: Some locations have Item 15 waiver
Exceptions to Overtime Payment - Para. - (54)	X				Note: Some locations have Item 15 waiver
Change in Shift Hours - Para. (55)	X				
Night Shift Premiums - Para. (56)	X				Note: Some locations have Item 15 waiver
Special Three-Shift Operations - Para. (56a)	X				
Union Bulletin Boards - Para. (57) - (58a)	X				
Establishment of New Plants - Para. (59)	X				
Transfer of Major Operations Between Plants - Para. (60)	X				
Relocation Allowance - Para. (60a) (a) - (60a) (c)	X				Union cites \$67,000 relocation allowance in UAW MOU
Wages - Para. (61)	X		X		Delete reference to Indep. Week; changes proposed in MOU
Wages - Para. (61a) - Rate Progression Upon Rehire	X				Potential change under MOU
Wages - Para. (61b) - (64)	X				New line item - Union needs to review
Wages, General Increases - Para. (65a)	X				Current Para. outdated; says nothing about what happens after 2006
Skilled Trades, Tool Allowance - Para. (65b) (1)	X		X	X	One time adjustment in 2003; part of ongoing base wages
Performance Bonus Payments - Para. (65b)(2) - (65b)(4)	X	X			Current Para. outdated; says nothing about what happens after 2006

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Add Base Rate to Wages - Para. (65)(c)		X	X		No ongoing COLA under MOU
Cost-of-Living Allowance - Para. (65d) - (65i)		X	X		No ongoing COLA under MOU
Skilled Trades Apprentices - Para (66) - (73)	X				
Skilled Trades Upgrading - Para. (74) - (81)	X				
Skilled Trades -Trainee Procedure (Upgrader)- Para. (75) - (82)	X				
Skilled Trades, Merit Increases, Information for Journey person - Para. (83)	X				
Skilled Trades "Journey person" Definition - Para. (84)	X				
Skilled Trades - Lines of Demarcation - Para. (85a) - (85d)	X				
Skilled Trades - Subcontracting - Para. (86a) - (86e)	X				
Leaves of Absence - Para. (87) - (96b)	X				
Strikes, Stoppages and Lockouts - Para. (97) - (100)	X				
Vacation Entitlement - Para. - (101) - (101d)	X				
Vacation Entitlement - Qualifying Weeks - Para. (101e)	X				Drop reference to Independence Week
Vacation Entitlement - Para. - (101f) - (101f) (2)	X				
Vacation Entitlement, Hours - Para. - (101g)	X		X		Vacation Entitlement limited to 160 hours
Vacation Entitlement, Eligibility Requirements - Para. - (101h) - (101i)	X				
Independence Week Shutdown - Para. (101u)		X	X		Independence Week eliminated
Plant Vacation Shutdown Week - Para. - (101u) (1)			X	X	Drop reference to Indep. Week; need to redefine timing of Vac. week
Notification of Operations Scheduled to Run - Para. (101u) (2)		X			Independence Week eliminated
Indep. Week Pay & Additional Time Off - Para. (101u) (3) - (101u) (6)		X			Independence Week eliminated; No ATO days
Vacation Time Off Procedure - Para. - (101u)(7) - (101w)	X				
Advance Vacation Pay Requirements - Para. (101x)(1) - Para (101x)(3)(e)	X				
Holiday Pay - Para. (102) - (102i)			X	X	Need to update holidays & other date references through 10/12/11
General Provisions, Jury Duty Pay - Para. (103)	X				
General Provisions, Bereavement Pay - Para. (103a)	X				
General Provisions, Short Term Active Duty Pay - Para. (103b)	X				
Approval of Local Agr. & Supremacy of Nat'l Agreement - Para (104)	X				
Report of Physical Examination - Para. (105)	X				
Termination of Local Agreement - Para. (106)	X				
Duration of Agreement and Notification Procedures - Para. (107)			X	X	Update dates & duration
Modification and/or Termination Clause - Para. (108)			X	X	Update dates & duration
Benefit Plans - Para. (109)			X	X	Delete references to GIS & Legal Services Plan
Waiver - Para. (110)	X				
Partial Invalidity of Agreement and Separability - Para. (111)	X				
Separability in the Event of Partial Invalidity of Agreement - Para. (112)	X				
National Agreement Appendices					
Appendix A - Maintenance Sub-Contracting	X				
Appendix B- Sub-Contracting Work	X				
Appendix B-1 Sub-Contracting - Special Procedure	X				
Appendix C - Selection of Upgraders	X				
Appendix D -Job Opportunity Bank - Security (JOBS) Program		X	X		JOBS Program eliminated by MOU
Appendix D -MOU - Job Opportunity Bank - Security (JOBS) Program		X	X		JOBS Program eliminated by MOU
Appendix D - Attachment A:JOBS: Special Program		X	X		JOBS Program eliminated by MOU
Appendix D - Attachment B: JOBS: Operational Effectiveness		X	X		JOBS Program eliminated by MOU
Appendix E MOU - Employee Placement			X		Local variances on employment of temporary employees
Appendix F - Sourcing	X				Update variable cost criteria after negotiations: rest continues to apply
Appendix G - Computing Credit Toward Acquiring Seniority	X				
Appendix G - Interpretation of Par. 4 - 4c and Par. 29	X				
National Agreement Documents					

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Agreement Clause	Continues Unchanged	No Continuing Application	Changed by MOU	Needs to Be Addressed	Comments (based on current state of discussions)
Intro.Statement - Interpretations, Statements, Letters, & MOU on H & S	X				
Doc. 1- Overtime Interpretation - Short Shift Case	X				
Doc. 2 - MOU Health and Safety			X		No joint funds; Joint administration at local level
Doc. 3 - Health and Safety Attachment A (Subjects)			X		No joint funds; Joint administration at local level
Doc. 4 - JOBS Program - Volume Related Layoffs - SEL		X	X		JOBS Bank eliminated by MOU
Doc. 5 - Supplier Corporate Citizenship	X				
Doc. 6 - Growth and Opportunity Committee	X				
Doc. 7- Sale of Business	X				
Doc. 8 - Bereavement - Vacation with Pay	X				
Doc. 9 - Competitive Agreement and Capital Investment Plan Overviews		X			Completed
Doc. 10 - Financial Secretaries - Dues Check-off	X				
Doc. 11- COLA Calculation		X	X		COLA discontinued
Doc. 12 - Notice to Laid Off Employees of Anticipated Recall	X				
Doc. 13 - Compliance with FMLA	X				
Doc. 14 - Relocation Allowance - Single Parents	X				
Doc. 15 - Delphi Equal Opportunity Employment Policy	X				
Doc. 16 - Equal Application Comm. - Nat'l and Local (Human Resources)	X				
Doc. 17 - Delphi Policy Re: Employment of Individuals with Disabilities	X				
Doc. 18 - Delphi Policy Re: Employment of Disabled Vets and Vietnam Vets	X				
Doc. 19 - Review Personnel Records	X				
Doc. 20 & Attachments A-C - Quality Network			X		No joint funds; Joint administration at local level
Doc. 21- Tuition Assistance Plan		X			No funding or participation after effective date of MOU
Doc. 22 - Orientation Program			X		No joint funds; Joint administration at local level
Doc. 23 - MOU - Employee Assistance Program			X		No joint funds; Joint administration at local level
Doc. 24 - EAP - Use of Time by Union EAP Representative	X				
Doc. 25 - Legal Services Funding		X			No funding or participation after effective date of MOU
Doc. 26 - Expeditious Grievance Handling - Delphi to IUE-CWA	X				
Doc. 27 - Expeditious Grievance Handling - IUE-CWA to Delphi	X				
Doc. 28 - Holiday Pay and Disciplinary Layoffs	X				
Doc. 29 - Delphi Policy Re: Sexual Harassment	X				
Doc. 30 - Sub-Contracting - Implementation Paragraph (86)(d)	X				
Doc. 31 - Subcontracting - Tool & Die	X				
Doc. 32 - Pre-Apprentice Training Minority Groups	X				
Doc.33 - Pre and Post Retirement Counseling		X			No funding or participation after effective date of MOU
Doc. 34 - Apprentice Testing and the Local Apprentice Committee	X				
Doc. 35 - Date of Entry Status - Apprentices and Upgraders	X				
Doc. 36 - Related Training Bonus	X				
Doc. 37 - Special Skilled Trades Representative	X				
Doc. 38 - Conversion to Metric System	X				
Doc.39 - Union Work Centers	X				
Doc. 40 - Center for Benefit Plans and Health and Safety Representatives	X				
Doc. 41 - Facilities for Union Members of Local Apprentice Committee	X				
Doc. 42 - Space and Furnishings Provided for Union Benefit Plan Reps.	X				
Doc. 43 - Local Union Presidents	X				
Doc. 44 - Advance Discussions - Change of Shift Hours and Lunch Periods	X				
Doc. 45 - Drug Screening Program	X				
Doc. 46 - Christmas Holiday Period	X				
Doc. 47- Overtime Policies	X				
Doc. 48 - Benefit Representatives Concerns	X				
Doc. 49 - Administration of Paragraph 101	X				
Doc. 50 - Statement of Technological Progress	X				

Attachment E IUE-CWA Agreement Check-Off List

Agreement Clause	Continues Unchanged	No Continuing Application	Changed by MOU	Needs to Be Addressed	Comments (based on current state of discussions)
Doc. 51 - POW/MIA Flags	X				
Doc. 52 - Contractual Agreements - EDS	X				
Doc. 53 - Voluntary Political Contributions	X				
Doc. 54 - New Work Opportunities	X				
Doc. 55 - Joint Activities Center		X	X		No funding or participation after effective date of MOU
Doc. 56 - Child Care/Elder Care Services Referral Program		X	X		No funding or participation after effective date of MOU
Doc. 57 - Retiree Individual Upward Education Plan		X	X		No funding or participation after effective date of MOU
Doc. 58 - Sick Leave Termination	X				
Doc. 59 - HRD Coordinator			X		No joint funds; Joint administration at local level
Doc. 60 - Human Resource Development Training			X		No joint funds; Joint administration at local level
Doc. 61 - Personal Privacy	X				
Doc. 62 - IUE-CWA - Delphi Scholarship Program for Dependent Children		X			No funding or participation after effective date of MOU
Doc. 63 - Plant Closing and Sale Moratorium			X		Document 63 waived to extent necessary to implement site plans
Doc. 64 - Temporary Openings - Paragraph (34) (e)				X	No Local Jobs Committee
Doc. 65 - Jobs - Pre-Retirement Leave Program		X			No JOBS program under MOU
Doc. 66 - Working on a Holiday/Vacation Entitlement Conversion Option	X				
Doc. 67 - Up Front Lump Sum Payment		X			2003 one time payment
Doc. 68 - Modification To Paragraph (30a) - Seniority Slippage (Supervisor)	X				
Doc. 69 - Alternate District Committeeperson Functioning	X				
Doc. 70 - Federal Income Tax Withholding	X				
Doc. 71 - Holiday Pay - Vacations Occurring During an Approved Vacation	X				
Doc. 72 - Administration of Paragraph (84)	X				
Doc. 73 - Joint Activities MOU		X	X		No joint funds; Joint administration at local level
Doc. 74 - Human Resource Development - MOU		X	X		No joint funds; Joint administration at local level
Doc. 75 - Apprentices and Upgraders - Layoffs	X				
Doc. 76 - Subcontracting Communications	X				
Doc. 77 - Warranties	X				
Doc. 78 - Personal Problems - Early Identification - EAP	X				
Doc. 79 - Work Assignments - Skilled Trades	X				
Doc. 80 - Job Security - Apprentice Training and Jryn Development			X		No commitment to specific number of apprentices
Doc. 81 - Grievance Procedure (Implementation)	X				
Doc. 82 - Coordination of Sourcing Evaluation	X				
Doc. 83 - Diversity Training	X				
Doc. 84 - Sourcing (150 day notice)	X				
Doc. 85 - DMS Relationship to IUE-CWA-Delphi Quality Network	X				No joint funds; Joint administration at local level
Doc. 86 - Electronic Transfer - Membership Dues	X				
Contract Settlement Agreement Terms					
Para. 1 - New National Agreement					
Para. 2 - Unchanged Paragraphs			X		Additional changes from 2007 MOU
Para. 3 - Amendments, Additions, Substitutions and Deletions			X		Additional paragraphs changed by 2007 MOU
Para. 4 - Union Bulletin Boards & Publication Racks	X				Additional paragraphs changed by 2007 MOU
Para. 5 - Indemnity Agreement	X				
Para. 6 - Grievances Under Old Agreement	X				
Para. 7 - Local Agreements					
Para. 8 - Hiring Rates			X		Need new date
Para. 9 - Related Supplemental Agreements			X		Hiring rates and progression changed by MOU
Para. 10 - This number not being used in the 2003 NA					SUB eligibility modified, GIS eliminated, DB Pension frozen, OPEB terminated
Para. 11 - Computing Seniority-Jury Duty	X		X		
Para. 12 - Local Issues Strikes	X				No waiver for 2007 Local Negotiations

Attachment E IUE-CWA Agreement Check-Off List

Agreement Clause	Continues Unchanged	No Continuing Application	Changed by MOU	Needs to Be Addressed	Comments (based on current state of discussions)
Para. 13 - Health Care Benefits	X	X			Funding expires
Para. 14 - This number not being used in the 2003 NA					
Para. 15 - National Agreement Changes and/or Waivers	X				
Para. 16 - Funding - Joint Skill Development and Training		X	X		No funding after effective date of MOU
Para. 17 - Ratification & Effective Date			X		New dates
Counterpart Signatures				X	Replace with current names
Supplemental Agreements Attached as Exhibits					
Supplemental Agreement - Pension Plan (Exhibit A)			X		DB Plan frozen
Supplemental Agreement - Life & Disability Benefits Program (Exhibit B)			X		Coverage per 2007 MOU
Supplemental Agreement - Health Care Program (Exhibit C)			X		Coverage per 2007 MOU
Supplemental Agreement - SUB Plan (Exhibit D)			X		Coverage per 2007 MOU
Supplemental Agreement - GIS (Exhibit E)		X			GIS Plan eliminated
Supplemental Agreement - Profit Sharing Plan (Exhibit F)	X				
Supplemental Agreement - Personal Savings Plan (Exhibit G)			X		Coverage per 2007 MOU
Supplemental Agreement - Legal Services Plan (Exhibit I)		X			Legal Services Plan eliminated
Other Miscellaneous Letters & Memoranda					
12/1/98 MOU Regarding Pension and Other Matters Concerning Employment of GM Employees with Delphi Automotive Systems			X		
1/4/05 MOU IUE-CWA Conference Board - Joint Programs, concerning payment of wages & benefits for five (5) IUE-CWA staff members from Joint Funds		X	X		
11/15/03 Unpublished Excerpt from the Minutes concerning development of a viable business represented by IUE-CWA Local 1111		X	X		
Unpublished Letters & Documents					
2003 National Agreement					
Letter - Neutrality	X				
Letter - Employee Rights Regarding Union Representation	X				
Letter - Document 80- Skilled T Placement Credits		X	X		No ongoing commitment to specific number of apprentices
Letter - Reviewing the Living Agreement at Gadsden Operations		X			Complete
Letter - Skilled Trades / Indirect Labor Audits	X				
Letter - Flying of the IUE-CWA Flag At Delphi Facilities	X				
Letter - New Vehicle Purchase Program	X				GM will continue eligibility, including Gadsden & Kettering
Letter - Undercover Agents	X				
Letter - Special Active Duty - Armed Service	X				
Excerpt - Exiting Batteries at Anaheim & offering attrition programs		X			Complete
Excerpt - Plant-wide Smoking Policy	X				
Excerpt - Removal of Joint Program Representatives	X				
Excerpt - Developing Employee Impact in Appendix F Business Cases					
Excerpt - Develop a process to record Appendix F Notices			X		No joint funding
Excerpt - Provide Jointly Developed Training on Appendix F Language		X			Complete
Excerpt - Develop Appendix F training module		X			Complete
Excerpt - Corporation and Union name and address changes			X	X	Need to update names & addresses
Excerpt - Hourly-Rate Employees Pension Plan & Cost of Health Care	X				
Excerpt - Kennedy-Miller Bill regarding Union representation		X			
Excerpt - Employment Placement Opportunities at Delphi UAW Facilities	X				
Excerpt - Car Vouchers for Retirees		X			
Excerpt - Absenteeism	X				
Excerpt - Full Disclosure in Grievance Procedure	X				
Excerpt - Expansion of Membership Information Reports	X				

Attachment E IUE-CWA Agreement Check-Off List

Agreement Clause	Continues Unchanged	No Continuing Application	Changed by MOU	Needs to Be Addressed	Comments (based on current state of discussions)
Excerpt - Corrective Action Timeline	X				
Excerpt - Internet Access			X		AOL- subsidy eliminated; other non-subsidized programs continue
Excerpt - United Way Fund Drive	X				
Excerpt - Short-term Representation Needs	X				
Excerpt - Competitive Hire Employees COLA		X	X		COLA eliminated
Excerpt - Credited Service Corrections due to Change in Status	X				Understanding continues; no new audit
Excerpt - Acquiring Seniority on Bereavement	X				
Excerpt - Lump-sum Payment		X			
Excerpt - EAP Expanding Role to Child & Elder Care		X	X		No funding or participation in child/elder care under MOU
Excerpt - Retiree IUEP		X	X		No funding or participation after effective date of MOU
Excerpt - Health and Safety Issues	X				
Excerpt - Health and Safety Certification - POSH			X		No joint funds; Joint administration at local level
Excerpt - Special Safety Awareness Training			X		No joint funds; Joint administration at local level
Excerpt - Advanced Certification for Quality Professionals			X		Funding eliminated
Excerpt - QN Representatives Access to Computer			X		No joint funds; Joint administration at local level
Excerpt - Quality Network Planned Maintenance Process			X		No joint funds; Joint administration at local level
Excerpt - Quality Network Planned Maintenance Predictive Technology			X		No joint funds; Joint administration at local level
Excerpt - Quality Network Action Strategies Update			X		No joint funds; Joint administration at local level
Excerpt - Quality Network Internal Communication			X		No joint funds; Joint administration at local level
Excerpt - Quality Network Suggestion Plan			X		No joint funds; Joint administration at local level
Excerpt - Quality Network Product Quality Resolution Process			X		No joint funds; Joint administration at local level
Excerpt - Quality Network Training Materials with IUE-CWA Name			X		No joint funds; Joint administration at local level
Excerpt - Quality Network Suggestion Plan Administration Letter			X		No joint funds; Joint administration at local level
Excerpt - MAXIMO Implementation			X		No joint funds; Joint administration at local level
Excerpt - Non-Skilled District Person Represents Skilled Trades Issues	X				
Excerpt - Apprenticeship Program	X				
Excerpt - Statement of Technological Progress, Doc. 50.	X				
Excerpt - Joint Training Fund to Support Apprentice Training			X		No joint funds; Joint administration at local level
Excerpt - Repair Work on Leased /Rented Equipment	X				
Excerpt - Subtracing due to Dimensional Tolerances	X				
Excerpt - Subtracing Tool Room Work	X				
Excerpt - Planned / Predictive Maintenance Training Guide	X				
Excerpt - Apprentice Tool Box	X				
Excerpt - Apprenticeship Testing	X				
Excerpt - Apprenticeship Program Allowances	X				
Excerpt - Skilled Trades License	X				
Excerpt - Statement of Technological Progress, Software Changes	X				
Excerpt - Apprentice Work Assignments	X				
Excerpt - Skilled Trades Supervision	X				
Excerpt - Skilled Trades Warranty Issues	X				
Excerpt - Skilled Trades Working "High Risk Jobs"	X				
Excerpt - Skilled Trades Retraining Allowance	X				
Excerpt - Non-apprenticeable Classifications	X				
Excerpt - Apprentice Additional \$200 Allowance	X				
Excerpt - Retrained Journeypersons Toolbox	X				
Excerpt - Upgraders Tool Allowance	X				
Excerpt - Apprentice Committee Demographic Studies	X				
Excerpt - Apprentice Payment of Allowance	X				
Excerpt - Apprentice Wage Rate Schedule			X		Need to update in conformance with 2007 MOU
Unpublished Letters & Documents					

Attachment E IUE-CWA Agreement Check-Off List

Agreement Clause	Continues Unchanged	No Continuing Application	Changed by MOU	Needs to Be Addressed	Comments (based on current state of discussions)
1999 National Agreement					
Letter - Undercover Agents		X			Superseded by 2003 letter
Letter - Transfer Provisions - Joint Program Representatives	X				
Letter - Collection of Union Dues	X				
Letter - Flying of IUE Flag at Delphi Automotive Systems Facilities	X				
Letter - Employee Selection Process		X			
Letter - IUEP Allowance for Labor Studies Courses		X	X		No funding or participation after effective date of MOU
Letter - Work Week Credit for Wage Progression - Plant Shutdown	X				
Letter - National Agreement Expiration		X			
Letter - Neutrality		X			Superseded by 2003 Letter
Letter - Employee Rights Regarding Union Representation	X				
Letter - New Vehicle Purchase Program		X			Superseded by 2003 Letter
Letter - Product Quality Concerns	X				
Letter - Shift Premium for Training	X				
Letter - Supplier Sourcing Decisions		X			Applied to sourcing decisions made while Delphi was part of GM
Letter - Suspending Employees	X				
Letter - Payroll During Christmas Holiday	X				
Letter - Wage Progression for Employees Returning to Non-skilled Jobs	X				
Statement Standard Apprenticeship Plan	X				
Excerpt - Apprentice Tool Allowance	X				
Excerpt - GM's Ambassador Program		X			Program discontinued in 2003
Excerpt - Non-Skilled District Person Represents Skilled Trades Issues	X				
Excerpt - Apprenticeship Program	X				
Excerpt - Quality Council Common Measurements	X				
Excerpt - Contractor Safety	X				
Excerpt - Costing Criteria for Sourcing Decisions	X				
Excerpt - Apprentice Committee Demographic Studies		X			Superseded by 2003 Excerpt
Excerpt - Employee Discounts on SPO Aftermarket Products		X			Eligibility expired in 2003
Excerpt - Upgraders Tool Allowance		X			Superseded by 2003 Excerpt
Excerpt - Delphi Manufacturing Ergonomics Guidelines	X				No joint funds; Joint administration at local level
Excerpt - Emergency Evacuation Plan	X				
Excerpt - Pedestrian Aisles	X				
Excerpt - Maintenance on Safety Related Equipment	X				
Excerpt - Emergency Medical Response Teams	X				
Excerpt - Quality Network Internal Communication			X		No joint funds; Joint administration at local level
Excerpt - Jobs Security Program		X	X		JOBS Program eliminated
Excerpt - Skilled Trades License		X			Superseded by 2003 Excerpt
Excerpt - Health and Safety Suggestion Awards	X				
Excerpt - Apprentice Tool Allowance		X			Superseded by 2003 Excerpt
Excerpt - Notification of Potential Sourcing	X				
Excerpt - Planned / Predictive Maintenance Training Guide	X				
Excerpt - Kettering Visit to Review Issues		X			
Excerpt - Repair Work on Leased /Rented Equipment	X				
Excerpt - Statement of Technological Progress, Software Changes	X				
Excerpt - Skilled Trades Retraining Allowance					
Excerpt - Training Fund		X			Superseded by 2003 Excerpt
Excerpt - Payroll Tax Option Re: Scholarship or Voucher Payments		X	X		No joint funds after effective date of MOU
Excerpt - IUE-Delphi Dependent Scholarship Program		X	X		No funding or participation after effective date of MOU
Excerpt - Upgraders Program	X				
Excerpt - Wage Progression - Employee Transferred to Apprenticeship	X				
Excerpt - Skilled Trades Warranty Issues		X			Superseded by 2003 Excerpt

Attachment E IUE-CWA Agreement Check-Off List

Agreement Clause	Continues Unchanged	No Continuing Application	Changed by MOU	Needs to Be Addressed	Comments (based on current state of discussions)
Excerpt - Overpayment	X				
Excerpt - Fitness / Wellness Center		X	X		No funding or participation after effective date of MOU
Excerpt - Corporation and Union Name and Address Changes		X			Superseded by 2003 excerpt; need to update for 2007
Excerpt - Joint Training Fund for Conference Board Expenses		X	X		No joint funds after effective date of MOU
Apprentice Wage Rates - Standard Apprentice Plan Manual Page 5		X			Superseded by 2003 Excerpt; needs further 2007 update
Excerpt - Refusal of Hazardous Work	X				
Excerpt - Apprentice Additional \$200 Allowance		X			Superseded by 2003 Excerpt
Excerpt - Competitive Hiring Plans		X			Handled as part of negotiations for 2007 MOU
Unpublished Letters & Documents					
1996 National Agreement					
Statement - Child Care and Elder Care Referral Services		X	X		No funding or participation after effective date of MOU
Statement - Fitness Center Operation		X	X		No funding or participation after effective date of MOU
Statement - Conference Board Address Change		X			Only applicable to 1996 agreement
Statement - Joint Activities Center Services		X	X		No joint funds; Joint administration at local level
Excerpt - Basic Safety Training Guide	X				
Letter - Employees With Automatic SEL Protection		X			JOBS Program eliminated
Letter - Movement of Protected Employees		X			JOBS Program eliminated
Letter - Baseline Secured Employment Level Adjustments		X			JOBS Program eliminated
Excerpt - Future Sale of Business		X			Superseded by Document 7
Excerpt - Hiring Journeypersons	X				
Excerpt - Subcontracting	X				
Letter - General Motors New Vehicle Purchase Program		X			Superseded by 2003 Letter
Excerpt - Joint Funds for Skilled Trades / Apprentice Training		X			Superseded by 2003 Excerpt
Excerpt - Planned/Predictive Maintenance Training Guide		X			Superseded by 2003 Excerpt
Excerpt - Skilled Trades License	X				
Excerpt - Skilled Trades Subcontracting Planning Teams	X				
Excerpt - Upgraders and Apprentice Committee	X				
Excerpt - Outside Contracting Checklist	X				
Excerpt - Quality Network Visits		X			Complete
Letter - IUEP Allowance for Labor Studies Courses		X	X		No funding or participation after effective date of MOU
Statement - Funding for Joint Skill Development and Training		X	X		No joint funds after effective date of MOU
Statement - Joint Training Fund for Conference Board Expenses		X	X		No joint funds after effective date of MOU
Excerpt - Job Security		X	X		JOBS Program eliminated
Letter - Movement of Protected Employees Within A SEL Group		X	X		JOBS Program & SEL's eliminated
Apprentice Wage Rates - Standard Apprentice Plan Manual Page 5		X			Superseded by 2003 Language; needs to be updated for 2007
Excerpt - Job Security, Kettering included in baseline and unit SEL		X	X		JOBS Program & SEL's eliminated
Local Agreements					
The agreements between Delphi Automotive Holdings Group – Anaheim (Ontario), California and IUE-CWA Local 1111		X			Plant closed
The agreements between Delphi Automotive Holdings Group – Kettering, Ohio and IUE-CWA Local 755	X				Except as required to conform to terms of MOU and excluding any agreements on list of agreements to be eliminated (below)
The agreements between Delphi Automotive Holdings Group – Moraine, Ohio and IUE-CWA Local 801			X		Except as required to conform to terms of MOU and excluding any agreements on list of agreements to be eliminated (below)
The agreements between Delphi Automotive Holdings Group – New Brunswick, New Jersey and IUE-CWA Local 416		X			Plant closed
The agreements between Delphi Packard Electric – Brookhaven, Mississippi and IUE-CWA Local 718	X				Except as required to conform to terms of MOU and excluding any agreements on list of agreements to be eliminated (below)
The agreements between Delphi Packard Electric – Clinton, Mississippi and IUE-CWA Local 698	X				agreements on list of agreements to be eliminated (below)

Attachment E IUE-CWA Agreement Check-Off List

Agreement Clause	Continues Unchanged	No Continuing Application	Changed by MOU	Needs to Be Addressed	Comments (based on current state of discussions)
The agreements between Delphi Packard Electric – Warren, Ohio and IUE-CWA Local 717	X				Except as required to conform to terms of MOU and excluding any agreements on list of agreements to be eliminated (below)
The agreements between Delphi Packard Electric – Gadsden, Alabama and IUE-CWA Local 711	X				Except as required to conform to terms of MOU and excluding any agreements on list of agreements to be eliminated (below)
NON-EXCLUSIVE LIST OF AGREEMENTS TO BE ELIMINATED					
Lifetime Job and Income Security Agreement -Clinton - 6/13/85		X	X		
Addendum to Lifetime Job & Income Security & Hiring Plan-9/28/99 Clinton		X	X		
Living Agreement Memorandum - Clinton Local Agr. - 7/4/94		X	X		
Lifetime Job and Income Security Agreement-Brookhaven-10/31/85		X	X		
Addendum to Lifetime Job & Inc. Sec. Agrmt. & Local Agr. (CHP) - Brookhaven - 10/4/94		X	X		
Perpetual Concept Agreement Language - Brookhaven Local Agr. 10/10/94		X	X		
Lifetime Job and Income Security Agreement - Warren - 11/20/84		X	X		
Addendum to 1984 Local Lifetime Job & Income Security- Warren - 11/12/87		X	X		
MOU "Addendum to 1984 & 1987 Job & Income Security-Warren-5/26/97		X	X		
MOU amending "Addendum to 1984 & 1987 Local JIS-Warren-11/25/03		X	X		
Letter dated Nov. 2003 related to 2nd week of July Shutdown- Warren		X	X		
Letter dated 7/15/96 re:Minimum Employment Level 1500- AHG Moraine		X	X		
MOU dated 9/28/02 re: Project Vortex employment targets- Kettering		X	X		
Skilled Trades MOU dated 9/28/02 - AHG Kettering & Local 755		X	X		
MOU- Scheduled Hour Bonus Program - 9/27/02 - Kettering & Local 755		X	X		
Letter dated 9/27/02 concerning redistricting at AHG Kettering Plant		X	X		
Letter dated 9/27/02 concerning application of Para. (20)-NA Kettering Plant		X	X		
Unpublished MOU dated 12/15/04 regarding Metrology Lab - AHG Kettering		X	X		
MOU-4/14/04 concerning overtime for Outside Truckers - Kettering		X	X		
MOU - 1/28/02 - "Outside Trucking Classification (200 Class) Kettering		X	X		
Unpublished MOU- 6/15/04 re: committeeman pay-Conf.Bd - AHG Kettering		X	X		
MOU - 6/15/04 regarding "Local Union Appointments" - Kettering		X	X		
MOU - 6/15/04 regarding "Local Districting Agreement" - Kettering		X	X		
Unpublished MOU - "Addendum to 1/28/02 Representation MOU- Kettering		X	X		
Undated MOU re:overtime for Ergonomics Reps at Kettering		X	X		
MOU - 1/8/03 re: clarification of Skilled Trades items in dispute - Kettering		X	X		
Letter 2/23/04- re: Employment Status & New Work Opportunities - Moraine		X	X		
MOU -2/1/85-Security and Competitive Opportunity for Employees-Moraine		X	X		
"Ghost Offer" provisions for Committeepersons - Warren		X	X		

In re Delphi Corporation, et al.
Case No. 05-44481 (RDD)

EXHIBIT 2 – IUE-CWA UNLIQUIDATED CLAIMS

CREDITOR'S NAME AND ADDRESS	CLAIM NUMBER	DATE FILED	DOCKETED DEBTOR
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12637	07/28/2006	EXHAUST SYSTEMS CORPORATION (05-44573)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12654	07/28/2006	DELPHI FURUKAWA WIRING SYSTEMS LLC (05-47452)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12650	07/28/2006	DELPHI CONNECTION SYSTEMS (05-44624)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12663	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS OVERSEAS CORPORATION (05-44593)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12648	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS THAILAND, INC (05-44586)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12642	07/28/2006	DELPHI LIQUIDATION HOLDING COMPANY (05-44542)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12640	07/28/2006	DELPHI INTERNATIONAL SERVICES INC (05-44583)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12659	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS HUMAN RESOURCES LLC (05-44639)

CREDITOR'S NAME AND ADDRESS	CLAIM NUMBER	DATE FILED	DOCKETED DEBTOR
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12645	07/28/2006	DELPHI MEDICAL SYSTEMS CORPORATION (05-44529)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	15754	07/28/2006	DELCO ELECTRONICS OVERSEAS CORPORATION (05-44610)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12930	07/28/2006	SPECIALTY ELECTRONICS, INC (05-44539)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12643	07/28/2006	DELPHI MECHATRONIC SYSTEMS, INC (05-44567)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12647	07/28/2006	DELPHI RECEIVABLES LLC (05-47459)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12652	07/28/2006	DELPHI DIESEL SYSTEMS CORP (05-44612)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12661	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS KOREA, INC (05-44580)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12665	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS SERVICES LLC (05-44632)

CREDITOR'S NAME AND ADDRESS	CLAIM NUMBER	DATE FILED	DOCKETED DEBTOR
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12927	07/28/2006	ASEC SALES GENERAL PARTNERSHIP (05-44484)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12928	07/28/2006	ENVIRONMENTAL CATALYSTS, LLC (05-44503)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12649	07/28/2006	DELPHI CHINA LLC (05-44577)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12641	07/28/2006	DELPHI LLC (05-44615)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	13271	07/28/2006	DELPHI NY HOLDING CORPORATION (05-44480)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12662	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12644	07/28/2006	DELPHI MEDICAL SYSTEMS COLORADO CORPORATION (05-44507)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12653	07/28/2006	DELPHI FOREIGN SALES CORPORATION (05-44638)

CREDITOR'S NAME AND ADDRESS	CLAIM NUMBER	DATE FILED	DOCKETED DEBTOR
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12656	07/28/2006	DELPHI INTERNATIONAL HOLDINGS CORP (05-44591)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12646	07/28/2006	DELPHI MEDICAL SYSTEMS TEXAS CORPORATION (05-44511)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12660	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS INTERNATIONAL, INC (05-44589)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12664	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS RISK MANAGEMENT CORP (05-44570)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12638	07/28/2006	ASPIRE, INC (05-44618)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12639	07/28/2006	DREAL INC (05-44627)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12655	07/28/2006	DELPHI INTEGRATED SERVICE SOLUTIONS, INC (05-44623)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12658	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS GLOBAL (HOLDING), INC (05-44636)

CREDITOR'S NAME AND ADDRESS	CLAIM NUMBER	DATE FILED	DOCKETED DEBTOR
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12657	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS (HOLDING), INC (05-44596)
IUE CWA DELPHI CORP JOINT ACTIVITIES CENTER KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12666	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS TENNESSEE, INC (05-44558)
IUE CWA DELPHI CORP JOINT ACTIVITIES CTR KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12929	07/28/2006	SPECIALTY ELECTRONICS INTERNATIONAL LTD (05-44536)
IUE CWA DELPHI CORP JOINT ACTIVITIES CTR KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12925	07/28/2006	DELPHI TECHNOLOGIES, INC (05-44554)
IUE CWA DELPHI CORP JOINT ACTIVITIES CTR KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	13273	07/28/2006	DELPHI SERVICES HOLDING CORPORATION (05-44633)
IUE CWA DELPHI CORP JOINT ACTIVITIES CTR KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12651	07/28/2006	DELPHI CORPORATION (05-44481)
IUE CWA DELPHI CORP JOINT ACTIVITIES CTR KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12926	07/28/2006	ASEC MANUFACTURING GENERAL PARTNERSHIP (05-44482)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12516	07/28/2006	DELPHI MEDICAL SYSTEMS TEXAS CORPORATION (05-44511)

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IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12522	07/28/2006	ASEC SALES GENERAL PARTNERSHIP (05-44484)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12526	07/28/2006	EXHAUST SYSTEMS CORPORATION (05-44573)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12525	07/28/2006	SPECIALTY ELECTRONICS, INC (05-44539)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12507	07/28/2006	DELPHI FURUKAWA WIRING SYSTEMS LLC (05-47452)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12513	07/28/2006	DELPHI MECHATRONIC SYSTEMS, INC (05-44567)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12503	07/28/2006	DELPHI CORPORATION (05-44481)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12521	07/28/2006	ASEC MANUFACTURING GENERAL PARTNERSHIP (05-44482)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12519	07/28/2006	DELPHI SERVICES HOLDING CORPORATION (05-44633)

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IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12504	07/28/2006	DELPHI DIESEL SYSTEMS CORP (05-44612)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12508	07/28/2006	DELPHI INTEGRATED SERVICE SOLUTIONS, INC (05-44623)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12509	07/28/2006	DELPHI INTERNATIONAL HOLDINGS CORP (05-44591)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12497	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS RISK MANAGEMENT CORP (05-44570)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12520	07/28/2006	DELPHI TECHNOLOGIES, INC (05-44554)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12515	07/28/2006	DELPHI MEDICAL SYSTEMS CORPORATION (05-44529)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12528	07/28/2006	ASPIRE, INC (05-44618)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12529	07/28/2006	DREAL INC (05-44627)

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IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12514	07/28/2006	DELPHI MEDICAL SYSTEMS COLORADO CORPORATION (05-44507)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12493	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS INTERNATIONAL, INC (05-44589)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12523	07/28/2006	ENVIRONMENTAL CATALYSTS, LLC (05-44503)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12496	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS OVERSEAS CORPORATION (05-44593)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12502	07/28/2006	DELPHI CONNECTION SYSTEMS (05-44624)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12506	07/28/2006	DELPHI FOREIGN SALES CORPORATION (05-44638)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12511	07/28/2006	DELPHI LLC (05-44615)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12518	07/28/2006	DELPHI RECEIVABLES LLC (05-47459)

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IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12492	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS HUMAN RESOURCES LLC (05-44639)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12498	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS SERVICES LLC (05-44632)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12500	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS THAILAND, INC (05-44586)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12524	07/28/2006	SPECIALTY ELECTRONICS INTERNATIONAL LTD (05-44536)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12517	07/28/2006	DELPHI NY HOLDING CORPORATION (05-44480)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12491	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS GLOBAL (HOLDING), INC (05-44636)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12489	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS (HOLDING), INC (05-44596)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12495	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)

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IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12499	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS TENNESSEE, INC (05-44558)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12512	07/28/2006	DELPHI LIQUIDATION HOLDING COMPANY (05-44542)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12527	07/28/2006	DELCO ELECTRONICS OVERSEAS CORPORATION (05-44610)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12494	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS KOREA, INC (05-44580)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12501	07/28/2006	DELPHI CHINA LLC (05-44577)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12505	07/28/2006	DELPHI ELECTRONICS (HOLDING) LLC (05-44547)
IUE CWA FOR ITSELF AND ITS AFFILIATED LOCAL UNIONS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12510	07/28/2006	DELPHI INTERNATIONAL SERVICES INC (05-44583)
LOCAL 1111 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12856	07/28/2006	DELPHI MECHATRONIC SYSTEMS, INC (05-44567)

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LOCAL 1111 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12874	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
LOCAL 1111 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12867	07/28/2006	DELPHI CORPORATION (05-44481)
LOCAL 1111 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12844	07/28/2006	SPECIALTY ELECTRONICS, INC (05-44539)
LOCAL 1111 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12845	07/28/2006	SPECIALTY ELECTRONICS INTERNATIONAL LTD (05-44536)
LOCAL 1111 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12866	07/28/2006	DELPHI CONNECTION SYSTEMS (05-44624)
LOCAL 416 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12543	07/28/2006	DELPHI CONNECTION SYSTEMS (05-44624)
LOCAL 416 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12554	07/28/2006	DELPHI MECHATRONIC SYSTEMS, INC (05-44567)
LOCAL 416 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12565	07/28/2006	SPECIALTY ELECTRONICS INTERNATIONAL LTD (05-44536)

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LOCAL 416 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12566	07/28/2006	SPECIALTY ELECTRONICS, INC (05-44539)
LOCAL 416 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12544	07/28/2006	DELPHI CORPORATION (05-44481)
LOCAL 416 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12536	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
LOCAL 698 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	13278	07/28/2006	DELPHI CORPORATION (05-44481)
LOCAL 698 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12979	07/28/2006	SPECIALTY ELECTRONICS INTERNATIONAL LTD (05-44536)
LOCAL 698 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12978	07/28/2006	SPECIALTY ELECTRONICS, INC (05-44539)
LOCAL 698 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	13279	07/28/2006	DELPHI CONNECTION SYSTEMS (05-44624)
LOCAL 698 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12990	07/28/2006	DELPHI MECHATRONIC SYSTEMS, INC (05-44567)

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LOCAL 698 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	13286	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
LOCAL 711 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12716	07/28/2006	DELPHI CORPORATION (05-44481)
LOCAL 711 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12702	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
LOCAL 711 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12731	07/28/2006	SPECIALTY ELECTRONICS INTERNATIONAL LTD (05-44536)
LOCAL 711 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12741	07/28/2006	DELPHI MECHATRONIC SYSTEMS, INC (05-44567)
LOCAL 711 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12730	07/28/2006	SPECIALTY ELECTRONICS, INC (05-44539)
LOCAL 711 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12715	07/28/2006	DELPHI CONNECTION SYSTEMS (05-44624)
LOCAL 717 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12750	07/28/2006	DELPHI CORPORATION (05-44481)

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LOCAL 717 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12774	07/28/2006	SPECIALTY ELECTRONICS INTERNATIONAL LTD (05-44536)
LOCAL 717 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12773	07/28/2006	SPECIALTY ELECTRONICS, INC (05-44539)
LOCAL 717 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12763	07/28/2006	DELPHI MECHATRONIC SYSTEMS, INC (05-44567)
LOCAL 717 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12751	07/28/2006	DELPHI CONNECTION SYSTEMS (05-44624)
LOCAL 717 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12758	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
LOCAL 718 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12885	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
LOCAL 718 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12915	07/28/2006	SPECIALTY ELECTRONICS, INC (05-44539)
LOCAL 718 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12914	07/28/2006	SPECIALTY ELECTRONICS INTERNATIONAL LTD (05-44536)

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LOCAL 718 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12903	07/28/2006	DELPHI MECHATRONIC SYSTEMS, INC (05-44567)
LOCAL 718 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12893	07/28/2006	DELPHI CORPORATION (05-44481)
LOCAL 718 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12892	07/28/2006	DELPHI CONNECTION SYSTEMS (05-44624)
LOCAL 755 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12477	07/28/2006	DELPHI CONNECTION SYSTEMS (05-44624)
LOCAL 755 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12455	07/28/2006	SPECIALTY ELECTRONICS, INC (05-44539)
LOCAL 755 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12476	07/28/2006	DELPHI CORPORATION (05-44481)
LOCAL 755 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12484	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
LOCAL 755 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12456	07/28/2006	SPECIALTY ELECTRONICS INTERNATIONAL LTD (05-44536)

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LOCAL 755 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12467	07/28/2006	DELPHI MECHATRONIC SYSTEMS, INC (05-44567)
LOCAL 801 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12306	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
LOCAL 801 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12318	07/28/2006	DELPHI CORPORATION (05-44481)
LOCAL 801 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12299	07/28/2006	SPECIALTY ELECTRONICS, INC (05-44539)
LOCAL 801 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12319	07/28/2006	DELPHI CONNECTION SYSTEMS (05-44624)
LOCAL 801 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12298	07/28/2006	SPECIALTY ELECTRONICS INTERNATIONAL LTD (05-44536)
LOCAL 801 IUE CWA AND ITS MEMBERS KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12327	07/28/2006	DELPHI MECHATRONIC SYSTEMS, INC (05-44567)
RETIREEES OF DELPHI CORP OR ANY OF IT PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PLACE NEW YORK, NY 10003	12579	07/28/2006	ENVIRONMENTAL CATALYSTS, LLC (05-44503)

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RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12602	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS THAILAND, INC (05-44586)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12591	07/28/2006	DELPHI LLC (05-44615)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12601	07/28/2006	DELPHI CHINA LLC (05-44577)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12606	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS OVERSEAS CORPORATION (05-44593)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12581	07/28/2006	ASEC MANUFACTURING GENERAL PARTNERSHIP (05-44482)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12586	07/28/2006	DELPHI MEDICAL SYSTEMS TEXAS CORPORATION (05-44511)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12608	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS KOREA, INC (05-44580)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12603	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS TENNESSEE, INC (05-44558)

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RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12585	07/28/2006	DELPHI NY HOLDING CORPORATION (05-44480)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12582	07/28/2006	DELPHI TECHNOLOGIES, INC (05-44554)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12597	07/28/2006	DELPHI ELECTRONICS (HOLDING) LLC (05-44547)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12587	07/28/2006	DELPHI MEDICAL SYSTEMS CORPORATION (05-44529)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12590	07/28/2006	DELPHI LIQUIDATION HOLDING COMPANY (05-44542)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12594	07/28/2006	DELPHI INTEGRATED SERVICE SOLUTIONS, INC (05-44623)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12593	07/28/2006	DELPHI INTERNATIONAL HOLDINGS CORP (05-44591)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12609	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS INTERNATIONAL, INC (05-44589)

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RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12607	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12605	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS RISK MANAGEMENT CORP (05-44570)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12571	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS HUMAN RESOURCES LLC (05-44639)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12572	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS GLOBAL (HOLDING), INC (05-44636)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12588	07/28/2006	DELPHI MEDICAL SYSTEMS COLORADO CORPORATION (05-44507)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12592	07/28/2006	DELPHI INTERNATIONAL SERVICES INC (05-44583)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12598	07/28/2006	DELPHI DIESEL SYSTEMS CORP (05-44612)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12583	07/28/2006	DELPHI SERVICES HOLDING CORPORATION (05-44633)

CREDITOR'S NAME AND ADDRESS	CLAIM NUMBER	DATE FILED	DOCKETED DEBTOR
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12599	07/28/2006	DELPHI CORPORATION (05-44481)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12610	07/28/2006	DREAL INC (05-44627)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12596	07/28/2006	DELPHI FURUKAWA WIRING SYSTEMS LLC (05-47452)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12578	07/28/2006	SPECIALTY ELECTRONICS INTERNATIONAL LTD (05-44536)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12580	07/28/2006	ASEC SALES GENERAL PARTNERSHIP (05-44484)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12589	07/28/2006	DELPHI MECHATRONIC SYSTEMS, INC (05-44567)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12600	07/28/2006	DELPHI CONNECTION SYSTEMS (05-44624)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12575	07/28/2006	DELCO ELECTRONICS OVERSEAS CORPORATION (05-44610)

CREDITOR'S NAME AND ADDRESS	CLAIM NUMBER	DATE FILED	DOCKETED DEBTOR
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12595	07/28/2006	DELPHI FOREIGN SALES CORPORATION (05-44638)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12584	07/28/2006	DELPHI RECEIVABLES LLC (05-47459)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12577	07/28/2006	SPECIALTY ELECTRONICS, INC (05-44539)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12576	07/28/2006	EXHAUST SYSTEMS CORPORATION (05-44573)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12604	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS SERVICES LLC (05-44632)
RETIREEES OF DELPHI CORP OR ANY OF ITS PREDECESSORS ET AL KENNEDY JENNIK & MURRAY PC 113 UNIVERSITY PL NEW YORK, NY 10003	12573	07/28/2006	DELPHI AUTOMOTIVE SYSTEMS (HOLDING), INC (05-44596)

Total: 166

EXHIBIT F

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re : Chapter 11
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
-----x

ORDER UNDER 11 U.S.C. §§ 363, 1113,
AND 1114 AND FED. R. BANKR. P. 6004 AND 9019 APPROVING
(I) MEMORANDA OF UNDERSTANDING AMONG IUOE, IBEW, IAM,
DELPHI, AND GENERAL MOTORS CORPORATION INCLUDING MODIFICATION
OF IUOE, IBEW, AND IAM COLLECTIVE BARGAINING AGREEMENTS AND RETIREE
WELFARE BENEFITS FOR CERTAIN IUOE, IBEW, AND IAM-REPRESENTED
RETIREEES AND (II) MODIFICATION OF, AND TERM SHEET REGARDING, RETIREE
WELFARE BENEFITS FOR CERTAIN NON-REPRESENTED HOURLY ACTIVE
EMPLOYEES AND RETIREES

("IUOE, IBEW, AND IAM 1113/1114 SETTLEMENT
AND RETIREE BENEFIT APPROVAL ORDER")

Upon the expedited motion (the "Motion"), dated August 6, 2007, of Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order under 11 U.S.C. §§ 363, 1113, and 1114 of the Bankruptcy Code and Fed. R. Bankr. P. 6004 and 9019 approving (i) a memorandum of understanding regarding Delphi's restructuring entered into among Delphi, General Motors Corporation ("GM"), and the International Union of Operating Engineers Local 832S dated August 1, 2007 (with the attachments thereto, the "IUOE Local 832S Settlement Agreement" or the "IUOE Local 832S Memorandum of Understanding"); a memorandum of understanding regarding Delphi's restructuring, entered into among Delphi, GM, and the International Union of Operating Engineers Local 18S, dated August 1, 2007 (with the

attachments thereto, the "IUOE Local 18S Settlement Agreement" or the "IUOE Local 18S Memorandum of Understanding"); a memorandum of understanding regarding Delphi's restructuring entered into among Delphi, GM, and the International Union of Operating Engineers Local 101S (the International Union of Operating Engineers Locals 832S, 18S, and 101S, collectively the "IUOE"¹) dated August 1, 2007 (with the attachments thereto, the "IUOE Local 101S Settlement Agreement" or the "IUOE Local 101S Memorandum of Understanding"); a memorandum of understanding regarding Delphi's restructuring entered into among Delphi, GM, and the International Brotherhood of Electrical Workers and its Local 663 ("IBEW") relating to Delphi Electronics and Safety dated July 31, 2007 (with the attachments thereto, the "IBEW E&S Settlement Agreement" or the "IBEW E&S Memorandum of Understanding"); a memorandum of understanding regarding Delphi's restructuring entered into among Delphi, GM, and the IBEW relating to Delphi Powertrain dated July 31, 2007 (with the attachments thereto, the "IBEW Powertrain Settlement Agreement" or the "IBEW Powertrain Memorandum of Understanding"); a memorandum of understanding regarding Delphi's restructuring entered into among between Delphi, GM, and the International Association of Machinists and Aerospace Workers and its District 10 and Tool and Die Makers Lodge 78 ("IAM"), dated July 31, 2007 (with the attachments thereto, the "IAM Settlement Agreement" or the "IAM Memorandum of

¹ Notwithstanding anything to the contrary contained in the IUOE settlement agreements, including Attachment B or C thereof, only the designated locals of the International Union of Operating Engineers and not the international union are parties to the IUOE collective bargaining agreements, the IUOE memoranda of understanding, and the attachments thereto involved in this Motion and only the designated locals and not the international union are parties to the 1113/1114 Motion herein. Moreover, the international union of the IUOE has represented that it is not, and never has been, a representative under 11 U.S.C. §§ 1113 and 1114 of any IUOE bargaining-unit employees and does not have any claims against the Debtors or GM in connection with the IUOE bargaining units, their members, or retirees, including, without limitation, under any of the collective bargaining agreements, IUOE memoranda of understanding or attachments thereto.

Understanding" and, collectively with the IUOE Local 832S Settlement Agreement, the IUOE Local 18S Settlement Agreement, the IBEW E&S Settlement Agreement, and the IBEW Powertrain Settlement Agreement, the "IUOE, IBEW, and IAM Settlement Agreements" or the "Memorandum of Understanding"), comprehensive agreements that (a) modify, extend, or terminate provisions of the existing respective collective bargaining agreements among Delphi, the IUOE, International Brotherhood of Electrical Workers, and International Association of Machinists and Aerospace Workers, and their various locals and/or districts (the "IUOE, IBEW, and IAM CBAs") and (b) provide that GM and Delphi will undertake certain financial obligations to Delphi's IUOE, IBEW, and IAM-represented employees and retirees to facilitate these modifications, (ii) withdrawal without prejudice of the Debtors' Motion For Order Under 11 U.S.C. § 1113(c) Authorizing Rejection Of Collective Bargaining Agreements And Under 11 U.S.C. § 1114(g) Authorizing Modification Of Retiree Welfare Benefits (the "1113/1114 Motion") solely as it pertains to the IUOE, IBEW, and IAM and IUOE, IBEW, and IAM-represented retirees and approving each parties' settlement of the 1113/1114 Motion solely as it pertains to the IUOE, IBEW, and IAM and IUOE, IBEW, and IAM-represented retirees, (iii) modification of retiree welfare benefits for certain IUOE, IBEW, and IAM-represented retirees of the Debtors, and (iv) pursuant to 11 U.S.C. § 363, modification of retiree welfare benefits for certain non-represented hourly active employees and retirees of the Debtors and approval of The Term Sheet – Delphi Cessation and GM Provision of OPEB For Certain Non-Represented Delphi Employees and Retirees entered into among Delphi and GM, dated August 3, 2007 (the "Non-Represented Term Sheet"), all as more fully set forth in the Motion; and the only remaining condition to the effectiveness of the IUOE Local 101S Settlement Agreement pursuant to Section E.1 thereof and the only remaining condition to the effectiveness of the other IUOE,

IBEW, and IAM Settlement Agreements pursuant to each Section F.1 thereof being this Court's entry of an approval order satisfactory in form and substance to the IUOE, IBEW, and IAM, respectively, GM, and Delphi; and this Court having been advised by counsel to the IUOE, IBEW, and IAM, respectively, and Delphi that the form and substance of this order is satisfactory to each of the IUOE, IBEW, and IAM, GM, and Delphi as required by Section E.1 of the IUOE Local 101S Settlement Agreement and Section F.1 of the other IUOE, IBEW, and IAM Settlement Agreements; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.
2. The Debtors are hereby authorized to enter into the IUOE Local 832S Settlement Agreement, a copy of which is attached hereto as Exhibit 1; the IUOE Local 18S Settlement Agreement, a copy of which is attached hereto as Exhibit 2; the IUOE Local 101S Settlement Agreement, a copy of which is attached hereto as Exhibit 3; the IBEW E&S Settlement Agreement, a copy of which is attached hereto as Exhibit 4; IBEW Powertrain Settlement Agreement, a copy of which is attached hereto as Exhibit 5; the IAM Settlement Agreement, a copy of which is attached hereto as Exhibit 6; and the Non-Represented Term Sheet, a copy of which is attached hereto as Exhibit 7.
3. The Debtors are authorized to modify retiree welfare benefits for certain non-represented hourly active employees and retirees of the Debtors.

4. Each of the signatories to the IUOE, IBEW, and IAM Settlement Agreements (each such party, a "Signatory," and collectively, the "Signatories") is directed to take all actions necessary or appropriate to effectuate the terms of this order and the terms of the IUOE, IBEW, and IAM Settlement Agreements, including, without limitation, any and all actions necessary or appropriate to such Signatory's implementation of and performance under the IUOE, IBEW, and IAM Settlement Agreements.

5. The IUOE, IBEW, and IAM Settlement Agreements are binding on the Debtors, GM, and the IUOE, IBEW, and IAM, respectively, subject to their terms, and constitute valid and binding amendments to the IUOE, IBEW, and IAM CBAs, respectively, with authorized representatives of all individuals who were or are in a bargaining unit represented by the IUOE, IBEW, and IAM, respectively, as permitted by section 1113 of the Bankruptcy Code and the IUOE, IBEW, and IAM CBAs, respectively, as amended, or otherwise, and the IUOE, IBEW, and IAM CBAs, respectively, in accordance with the IUOE, IBEW, and IAM Settlement Agreements, are binding on the Debtors and the IUOE, IBEW, and IAM, respectively.

6. The IUOE, IBEW, and IAM Settlement Agreements, and Debtors' modifications of retiree welfare benefits for certain non-represented hourly active employees and retirees of the Debtors, constitute valid and binding amendments to existing retiree health and welfare benefits, as permitted by section 1114 of the Bankruptcy Code or otherwise.

7. Notice of the Motion was properly and timely served in accordance with the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered on October 26, 2006 (Docket No. 5418), the Supplemental Order Under 11 U.S.C. Sections 102(1) And 105 And Fed.

R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered on March 17, 2006 (Docket No. 2883), and by service upon (a) the IUOE, with respect to Local 832S, Att'n: James N. Glathar, 3174 Brighton-Henrietta Town Line Road, Rochester, New York 14692, with respect to Local 18S, Att'n: Charles Scherer, 12106 Rhodes Road, Wayne, Ohio 43466, with respect to Local 101S, Att'n: Danny Baird, 6601 Winchester, Kansas City, Missouri 64133, (b) counsel to the IUOE, Gorlick, Kravitz & Listhaus, P.C., 17 State Street, 4th Floor, New York, New York 10004, (c) the IBEW, 900 Seventh Street NW, Washington, DC 20001, (d) counsel to the IBEW, Previant, Goldberg, Uelman, Gratz, Miller & Brueggeman, S.C., 1555 N. RiverCenter Drive, Suite 202, Milwaukee, Wisconsin 53212, (e) the IAM, 9000 Machinists Place, Upper Marlboro, Maryland 20772-2687, (f) counsel to the IAM, Previant, Goldberg, Uelman, Gratz, Miller & Brueggeman, S.C., 1555 N. RiverCenter Drive, Suite 202, Milwaukee, Wisconsin 53212, (g) the Debtors' hourly employees and hourly retirees who are represented by the IUOE, IBEW, and IAM at their individual addresses, pursuant to an informational form of notice, a copy of which was attached to the Motion as Exhibit 1, and (h) the Debtors' non-represented hourly active employees and hourly retirees at their individual addresses, pursuant to an informational form of notice, a copy of which was attached to the Motion as Exhibit 1.

8. The Debtors are authorized to withdraw, without prejudice, their 1113/1114 Motion solely as it pertains to the IUOE, IBEW, and IAM. The 1113/1114 Motion is settled solely as it pertains to the IUOE, IBEW, and IAM.

9. As a condition precedent to the effectiveness of certain obligations of the parties pursuant to Section F.2 of the IUOE Local 832S Settlement Agreement and the IUOE Local 18S Settlement Agreement and pursuant to Section E.2 of the IUOE Local 101S

Settlement Agreement and as provided in Section F.3 of the IUOE Local 832S Settlement Agreement and the IUOE Local 18S Settlement Agreement and as provided in Section E.3 of the IUOE Local 101S Settlement Agreement, any Debtors' plan of reorganization (the "Delphi Reorganization Plan") that is consistent with the IUOE Local 832S Settlement Agreement, the IUOE Local 18S Settlement Agreement, and the IUOE Local 101S Settlement Agreement and any confirmation order entered into with respect to such plan shall include the following provisions:

- (a) On the effective date of the Delphi Reorganization Plan, the IUOE, all employees and former employees of Delphi represented or formerly represented by the IUOE, and all persons or entities with claims derived from or related to any relationship with such employees or former employees of Delphi, shall waive and release and be deemed to have waived and released any and all claims of any nature, whether liquidated or unliquidated, contingent or non-contingent, asserted or unasserted, existing and/or arising in the future against Delphi, its subsidiaries, or affiliates, the Delphi HRP², the Delphi Health Care Program for Hourly Employees and the Delphi Life and Disability Benefits Program for Hourly Employees, GM, its subsidiaries or affiliates, the GM HRP, the GM Health Care Program for Hourly Employees and the GM Life and Disability Benefits Program for Hourly Employees, and the officers, directors, employees, fiduciaries, and agents of each, arising directly or indirectly from or in any way related to any obligations under the collective bargaining agreements between Delphi and the IUOE and between GM and the IUOE related to such employees (provided, however, that claims for benefits provided for or explicitly not waived under the provisions of the IUOE Local 832S Settlement Agreement, or, as applicable, the IUOE Local 18S Settlement Agreement, or, as applicable, the IUOE Local 101S Settlement Agreement (including, but not limited to, claims for workers' compensation benefits and unemployment compensation benefits against Delphi, its subsidiaries, or affiliates that are otherwise assertable under law) are not waived).
- (b) A plan exculpation and release provision (which provision shall be at least as comprehensive as the plan exculpation and release

² Capitalized terms used and not otherwise defined in this Order have the meanings ascribed to them in the Memorandum of Understanding.

provision under the Delphi Reorganization Plan) for the IUOE released parties (which shall include the IUOE and each of their current or former members, officers, committee members, employees, advisors, attorneys, accountants, investment bankers, consultants, agents, and other representatives) with respect to any liability such person or entity may have in connection with or related to the Delphi bankruptcy cases, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation, or consummation of any of the Delphi Reorganization Plan, the disclosure statement concerning the plan, the IUOE Local 832S Settlement Agreement, or, as applicable, the IUOE Local 18S Settlement Agreement, or, as applicable, the IUOE Local 101S Settlement Agreement, or the Agreements on Attachment A thereto, or any contract, employee benefit plan, instrument, release, or other agreement or document created, modified, amended, or entered into in connection with either the Delphi Reorganization Plan or any agreement between the IUOE or Delphi, or any other act taken or omitted to be taken consistent with the IUOE Local 832S Settlement Agreement, or, as applicable, the IUOE Local 18S Settlement Agreement, or, as applicable, the IUOE Local 101S Settlement Agreement in connection with the Delphi bankruptcy.

- (c) The IUOE Local 832S Settlement Agreement, or, as applicable, the IUOE Local 18S Settlement Agreement, or, as applicable, the IUOE Local 101S Settlement Agreement, and the agreements referenced in Attachment A thereto shall be assumed under 11 U.S.C. §365.

10. Consistent with Section F.3 of the IUOE Local 832S Settlement Agreement, Section F.3 of the IUOE Local 18S Settlement Agreement, and Section E.3 of the IUOE Local 101S Settlement Agreement, on the effective date of the Delphi Reorganization Plan consistent with the IUOE Local 832S Settlement Agreement, the IUOE Local 18S Settlement Agreement, and the IUOE Local 101S Settlement Agreement, all claims referenced in the IUOE Local 832S Settlement Agreement (other than any claims of GM against any of the Debtors), the IUOE Local 18S Settlement Agreement (other than any claims of GM against any of the Debtors), and the IUOE Local 101S Settlement Agreement (other than any claims of GM against any of the Debtors), including those claims listed on Exhibit 8, Exhibit 9, and Exhibit 10,

respectively, copies of which are attached hereto, are hereby deemed waived and withdrawn with prejudice.

11. As a condition precedent to the effectiveness of certain obligations of the parties pursuant to Section F.2 of the IBEW E&S Settlement Agreement and the IBEW Powertrain Settlement Agreement and as provided in Section F.3 of the IBEW E&S Settlement Agreement and the IBEW Powertrain Settlement Agreement, any Delphi Reorganization Plan that is consistent with the IBEW E&S Settlement Agreement and the IBEW Powertrain Settlement Agreement and any confirmation order entered into with respect to such plan shall include the following provisions:

- (a) On the effective date of the Delphi Reorganization Plan, the IBEW, all employees and former employees of Delphi represented or formerly represented by the IBEW, and all persons or entities with claims derived from or related to any relationship with such employees or former employees of Delphi, shall waive and release and be deemed to have waived and released any and all claims of any nature, whether liquidated or unliquidated, contingent or non-contingent, asserted or unasserted, existing and/or arising in the future against Delphi, its subsidiaries, or affiliates, the Delphi HRP, the Delphi Health Care Program for Hourly Employees and the Delphi Life and Disability Benefits Program for Hourly Employees, GM, its subsidiaries or affiliates, the GM HRP, the GM Health Care Program for Hourly Employees and the GM Life and Disability Benefits Program for Hourly Employees, and the officers, directors, employees, fiduciaries, and agents of each, arising directly or indirectly from or in any way related to any obligations under the collective bargaining agreements between Delphi and the IBEW and between GM and the IBEW related to such employees (provided, however, that claims for benefits provided for or explicitly not waived under the provisions of the IBEW E&S Settlement Agreement, or, as applicable, the IBEW Powertrain Settlement Agreement (including, but not limited to, claims for workers' compensation benefits and unemployment compensation benefits against Delphi, its subsidiaries, or affiliates that are otherwise assertable under law) are not waived).
- (b) A plan exculpation and release provision (which provision shall be at least as comprehensive as the plan exculpation and release provision under the Delphi Reorganization Plan) for the IBEW

released parties (which shall include the IBEW and each of their current or former members, officers, committee members, employees, advisors, attorneys, accountants, investment bankers, consultants, agents, and other representatives) with respect to any liability such person or entity may have in connection with or related to the Delphi bankruptcy cases, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation, or consummation of any of the Delphi Reorganization Plan, the disclosure statement concerning the plan, the IBEW E&S Settlement Agreement, or, as applicable, the IBEW Powertrain Settlement Agreement, or the Agreements on Attachment A thereto, or any contract, employee benefit plan, instrument, release, or other agreement or document created, modified, amended, or entered into in connection with either the Delphi Reorganization Plan or any agreement between the IBEW or Delphi, or any other act taken or omitted to be taken consistent with the IBEW E&S Settlement Agreement, or, as applicable, the IBEW Powertrain Settlement Agreement, in connection with the Delphi bankruptcy.

- (c) The IBEW E&S Settlement Agreement, or, as applicable, the IBEW Powertrain Settlement Agreement, and the agreements referenced in Attachment A thereto shall be assumed under 11 U.S.C. §365.

12. Consistent with Section F.3 of the IBEW E&S Settlement Agreement and Section F.3 of IBEW Powertrain Settlement Agreement, on the effective date of the Delphi Reorganization Plan consistent with the IBEW E&S Settlement Agreement and the IBEW Powertrain Settlement Agreement, all claims referenced in the IBEW E&S Settlement Agreement (other than any claims of GM against any of the Debtors) and IBEW Powertrain Settlement Agreement (other than any claims of GM against any of the Debtors), including those claims listed on Exhibit 11, a copy of which is attached hereto, are hereby deemed waived and withdrawn with prejudice.

13. As a condition precedent to the effectiveness of certain obligations of the parties pursuant to Section F.2 of the IAM Settlement Agreement and as provided in Section F.3 of the IAM Settlement Agreement, any Delphi Reorganization Plan that is consistent with the

IAM Settlement Agreement and any confirmation order entered into with respect to such plan shall include the following provisions:

- (a) On the effective date of the Delphi Reorganization Plan, the IAM, all employees and former employees of Delphi represented or formerly represented by the IAM, and all persons or entities with claims derived from or related to any relationship with such employees or former employees of Delphi, shall waive and release and be deemed to have waived and released any and all claims of any nature, whether liquidated or unliquidated, contingent or non-contingent, asserted or unasserted, existing and/or arising in the future against Delphi, its subsidiaries, or affiliates, the Delphi HRP, the Delphi Health Care Program for Hourly Employees and the Delphi Life and Disability Benefits Program for Hourly Employees, GM, its subsidiaries or affiliates, the GM HRP, the GM Health Care Program for Hourly Employees and the GM Life and Disability Benefits Program for Hourly Employees, and the officers, directors, employees, fiduciaries, and agents of each, arising directly or indirectly from or in any way related to any obligations under the collective bargaining agreements between Delphi and the IAM and between GM and the IAM related to such employees (provided, however, that claims for benefits provided for or explicitly not waived under the provisions of the IAM Settlement Agreement (including, but not limited to, claims for workers' compensation benefits and unemployment compensation benefits against Delphi, its subsidiaries, or affiliates that are otherwise assertable under law) are not waived).
- (b) A plan exculpation and release provision (which provision shall be at least as comprehensive as the plan exculpation and release provision under the Delphi Reorganization Plan) for the IAM released parties (which shall include the IAM and each of their current or former members, officers, committee members, employees, advisors, attorneys, accountants, investment bankers, consultants, agents, and other representatives) with respect to any liability such person or entity may have in connection with or related to the Delphi bankruptcy cases, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation, or consummation of any of the Delphi Reorganization Plan, the disclosure statement concerning the plan, the IAM Settlement Agreement, or the Agreements on Attachment A thereto, or any contract, employee benefit plan, instrument, release, or other agreement or document created, modified, amended, or entered into in connection with either the Delphi Reorganization Plan or any agreement between the IAM or Delphi, or any other act taken or omitted to be taken consistent